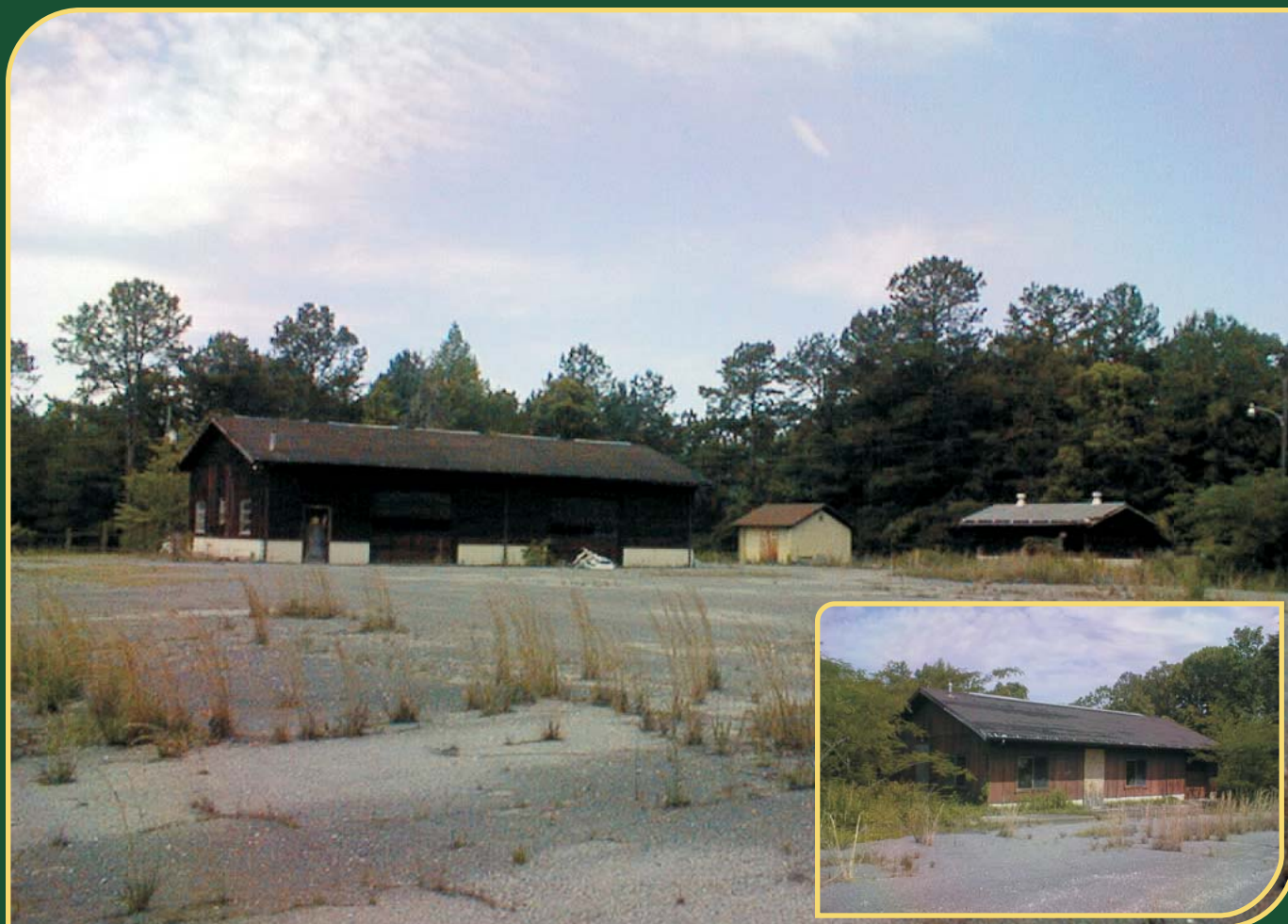


**AUCTION****U. S. Government Property****Fairview Work Center****Tract B-903 – 3.70 Acres****18366 Highway 278****Double Springs, AL 35553****4-A-AL-0781AB**

**Online Auction**  
**Opening Date August 23, 2010**



Selling on Behalf of  
the U. S. Forest Service



# Invitation For Bids

## Fairview Work Center

Tract B-903 – 3.70 Acres  
18366 Highway 278  
Double Springs, AL 35553  
4-A-AL-0781AB

### Online Auction:

- Start Date:** August 23, 2010
- End Date:** Based on bidding.
- Bid Deposit:** **\$5,000 in certified funds, cashier's check payable to the U. S. General Services Administration or by credit card - Visa, Mastercard, Discover or American Express.**
- Minimum Opening Bid:** \$65,000
- Bid Increment:** \$500
- Terms:** All cash, as is. Balance due in sixty (60) days.
- Create Account And Bid:** [www.auctionrp.com](http://www.auctionrp.com)
- Property Inspection:** An USDA Forest Service and/or GSA Representative will be on site: Wednesday, August 11, 2010 - 10:00 AM – 1:00 PM CST
- Mailing Address:** U. S. General Services Administration  
Real Property Utilization and Disposal Division (4PZ)  
401 W. Peachtree Street, Suite 820  
Atlanta, GA 30308  
Attn: Elizabeth Dawson, Project Manager  
Fax#: (404) 331-2727  
**All forms should be sent or faxed to this address.**

For additional information, please call Elizabeth Dawson at (404) 331-9611 or email [elizabeth.dawson@gsa.gov](mailto:elizabeth.dawson@gsa.gov). For information and pictures, please check the Property Disposal website on the Internet at <https://propertydisposal.gsa.gov>.

### Property Description

The property consists of a 3.70 acre lot with four buildings; a 2048 square foot work shop, a 336 square foot paint house, a 1334 square foot Youth Conservation COOP (YCC) classroom, and a 213 square foot chemical storage building. Tract B-903 is located at 18366 Highway 278, approximately 3 miles east of Double Springs, Alabama. These buildings were constructed between 1963 and 1980.

### Directions to Property

From Birmingham, Alabama, go North on I-65 to Cullman HWY 278. Proceed West on HWY 278 approximately 35 miles, the property will be on your left. Access is a driveway to a gate surrounding the work center.

### Utilities

**Electric:** Alabama Power Company 1-800-245-2244

**Water:** Water and Sewer Dept., Double Springs, AL (205) 489-5447

**Gas:** Alagasco 1-800-292-4008

### Zoning

Verification of the present zoning and determination of permitted uses thereunder, along with compliance of the Property for present or proposed future use shall be the responsibility of the bidder and Government makes no representation in regard thereto. The Government does not guarantee that any zoning information is necessarily accurate or will remain unchanged. Any inaccuracies or changes in the zoning information shall NOT be cause for adjustment or rescission of any contract resulting from this IFB.

According to the Winston County Tax Assessor's Office, the property is currently not zoned. For further information, please call (205) 489-5166.

### Legal Description

Bankhead National Forest, Winston County, Alabama, Huntsville Meridian, T. 10 South, R. 8 West, Section 34.

Commencing at the NE corner of the NW ¼ NE ¼ on the north line of said Section 34; thence N. 89° 21' 13" W. along a portion of said section line a distance of 326.52 feet to a point and the Point of Beginning, thence N. 89°21'13" W. along a portion said section line a distance of 333.11 feet to a point and Tract Corner #2, identical with an

existing Forest Service corner monument; thence S. 13° 08' 00" W. a distance of 494.36 feet to a point and Tract Corner #3; thence S. 72° 48' 37" E. a distance of 274.49 feet to a point and Tract Corner #4; thence N. 18° 09' 04" E. along a portion of the west right-of-way of County Road 89, a distance of 588.06 feet to the Point of the Beginning, containing 3.70 acres more or less.

### Inspection for Health and Building Codes

The USDA Forest Service is not going to conduct or fund the following service: (1) testing or pumping septic/leach field systems, (2) termite inspection, (3) title insurance, (4) domestic water quality test, or (5) environmental testing. If a purchaser desires these services, they are to be acquired at the purchaser's expense. No inspection has been or will be made to determine if the structures meet local building codes.

### Acquisition

Tract B-903 was acquired from John W. Long and Emiley Long (wife) and Mrs. Stella Long.

### Outstanding Rights

1. Easement to State of Alabama for HWY 278.
2. Easement for County Road 89.
3. Also any outstanding rights to utility companies that may exist and are not included in the original title abstract issued by Mac Beatty and dated February 24th, 1936.

### Special Uses

Tract B-903 is under Special Use Permit to the Town of Double Springs. The Special Use Permit will be cancelled when the property is sold.

### Access

The USDA Forest Service will not reserve public access, easements, or other rights to this tract.



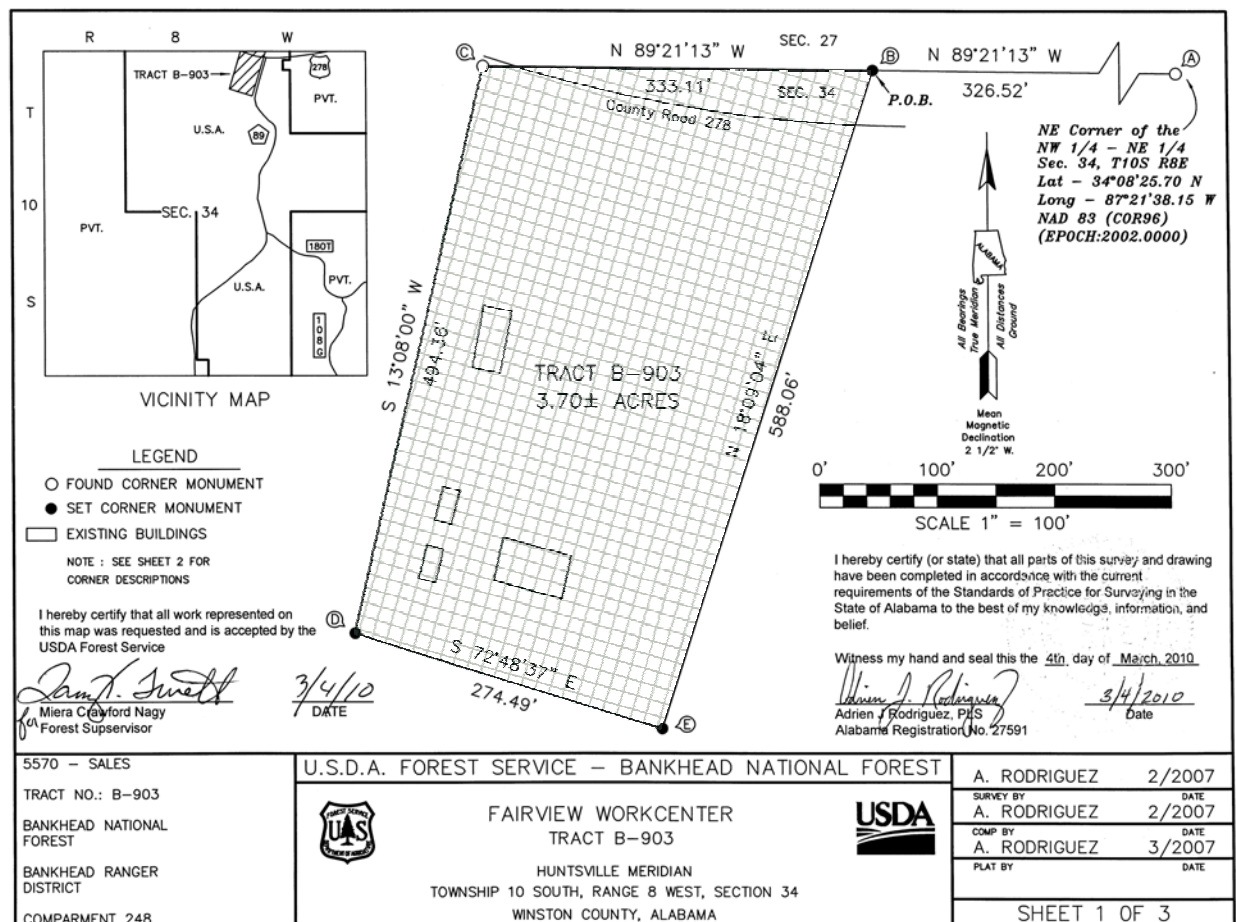


## Area and Local Maps

### Fairview Work Center



### Double Springs, AL in relation to Birmingham, AL.



## Plat Map of Fairview Work Center

## 1. TERM: INVITATION FOR BIDS

The term "Invitation for Bids" ("IFB") as used herein refers to the foregoing IFB and its Property Information, Special and General Terms of Sale, Instructions to Bidders, Environmental Notices, and any provisions of the Bid for Purchase of Government Real Property, all of which are attached to this IFB and incorporated and made a part hereof, and as may be modified and supplemented by any addenda or amendments that may be issued prior to the time fixed in the IFB for the opening of bids.

## 2. DESCRIPTION AND CONDITION OF PROPERTY

The description of the property set forth in the Invitation for Bids and any other information provided with respect to said property are based on information available to the General Services Administration, Property Disposal Division and are believed to be correct; but any error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other federal agency, shall not constitute grounds for nonperformance of the contract sale, or claim by Purchaser for allowance, refund, or deduction from the purchase price.

The property is offered for sale and will be sold "AS IS" and "WHERE IS" without representation, warranty, or guaranty as to quantity, quality, title, character, condition, size, or kind, or that same is in condition or fit to be used for the purpose for which intended. The failure of any bidder to inspect or to be fully informed as to all or any portion of the property offered will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid. INSPECTION OF THE PROPERTY IS THE RESPONSIBILITY OF THE PURCHASER. The property will be conveyed "AS IS" and "WHERE IS," including but not limited to the following:

- a. Subject to any statement of facts that may be disclosed by a physical examination or an accurate and detailed survey of the premises or an investigation of the public records.
- b. Subject to any and all existing rights, conditions, restrictions and easements, recorded or unrecorded, for public roads, highways, streets, railroads, electrical lines, pipelines, drainage, and public utilities.

## 3. WAIVER OF INFORMALITIES OR IRREGULARITIES

The Government may, at its election, waive any minor informality or irregularity in bids received.

## 4. CONTINUING OFFERS

Each bid received shall be deemed to be a continuing offer after the date of the bid opening for ninety (90) calendar days, unless the bid is accepted or rejected by the Government before the expiration of the ninety (90) days, or the Government obtains the bidder's consent to an

extension of the bid, prior to such expiration.

After bidding is deemed to be closed, the high bid will be considered to be a continuing offer for sixty (60) days after that date.

## 5. NOTICE OF ACCEPTANCE OR REJECTION

The Government reserves the right to reject any and all bids. Notice by the Government of acceptance or rejection of a bid shall be deemed to have been sufficiently given when faxed or mailed to the bidder or his or her duly authorized representative at the fax/phone number or address indicated in the bid documents. The processing of a bid deposit by the Government shall not, in itself, constitute acceptance of the bidder's offer.

## 6. CONTRACT

The "Invitation for Bid(s)" and the "Bid for Purchase of Government Real Property", when accepted by the Government, shall constitute an agreement for sale between the Purchaser and the Government. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer unless modified in writing and signed by both parties. No oral statements or representations made by, for, or on behalf of either party shall be a part of such contract; nor shall the contract, or any interest therein, be transferred or assigned by the Purchaser without consent of the Government, and any assignment transaction without such consent shall be void.

## 7. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE

The Purchaser shall on a mutually agreeable date not later than sixty (60) days after acceptance of the bid, or such longer period as may be agreed upon in writing, tender to the Government the balance of the purchase price. Upon such tender being made by the Purchaser, the Government shall deliver the instrument(s) of conveyance.

## 8. REVOCATION OF BID AND DEFAULT

In the event of revocation of a bid after the opening of bids, but prior to acceptance, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by the successful bidder in the performance of the contract of sale created by such acceptance, or in the event of failure by the successful bidder to consummate the transaction, the deposit, together with any payments subsequently made on account, may be forfeited at the option of the Government, in which event the bidder shall be relieved from further liability, or without forfeiting the said deposit and payments, the Government may avail itself of any legal or equitable rights which it may have under the bid or contract of sale. If the Government is unable to convey title, it shall promptly refund Purchaser's deposit without interest, whereupon the Government will be relieved of any further liability to Purchaser.



## **9. DELAYED CLOSING**

The Purchaser may be required to pay interest on the outstanding balance of the purchase price if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the Purchaser's actions and not by fault of the Government. This rate to be computed is based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%); as of the date of acceptance of the bid by the Government. The Government reserves the right to refuse a request for extension of closing.

## **10. TITLE AND TITLE EVIDENCE**

Conveyance of the property to the Purchaser will be accomplished by a Quitclaim Deed and, where appropriate, a Bill of Sale, in conformity with local law and practice. Any title evidence desired by the Purchaser shall be at Purchaser's sole cost and expense.

## **11. ADJUSTMENTS, DOCUMENTARY STAMPS, AND COST OF RELOCATION**

Any taxes, assessments, rents, or utilities shall be prorated as of the date of conveyance. The Purchaser shall pay all taxes and fees imposed on this transaction and shall obtain at his/her own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by federal and local laws. All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the Purchaser's expense.

The Purchaser shall provide a conformed copy of the recorded Quitclaim Deed to GSA at the following address:

GSA Office of Real Property Utilization and Disposal  
(4PZ)  
401 West Peachtree Street, NW, Suite 820  
Atlanta, Georgia 30308  
Attn: Elizabeth Dawson, Project Manager

## **12. POSSESSION**

Possession of the property will be assumed by the Purchaser at the time of closing.

## **13. RISK OF LOSS**

As of the date of conveyance, the Purchaser shall assume responsibility for care and handling and all risks of or damage to the property.

## **14. OFFICIALS NOT TO BENEFIT**

No member of or delegate to the Congress or resident commissioner shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit.

## **15. WITHDRAWAL BY THE GOVERNMENT PRIOR TO CLOSING**

The Government may withdraw the property for sale, even after acceptance of the high bid, at any time prior to conveying title. If the auction has closed, notice by the Government of the withdrawal shall be deemed to have been sufficiently given when faxed or mailed to the high bidder or his or her duly authorized representative at the fax/phone number or address indicated in the bid documents. If the Government withdraws the property for sale, the Government will promptly refund bid deposit(s) without interest, whereupon the Government will be relieved of any further liability under this contract.





## 1. AUCTION START DATE

The auction starts on August 23, 2010, at 9:00 a.m. Eastern Daylight Time (EDT).

## 2. TYPE OF SALE

This sale will be an online auction conducted via the Internet at [www.auctionrp.com](http://www.auctionrp.com). The auction will be conducted over a period of several weeks as determined by bid activity. The date for receipt of final bids will be announced with at least three days' prior notice on [www.auctionrp.com](http://www.auctionrp.com) (see Section 10, Call for Final Bids). The auction may continue beyond that date as long as registered bidders submit higher bids. Thus, the bidders determine when the sale closes by their bidding activity.

## 3. TERMS OF SALE

Bids to purchase must be on an ALL CASH basis only. Buyers are expected to arrange their own financing and to pay the balance in full by the closing date. No government credit terms are available. GSA has no information on the availability of private financing or on the suitability of this property for financing.

## 4. MINIMUM OPENING BID

The minimum opening bid of \$65,000 does not represent the value of the property but rather provides a reasonable starting point for the auction. The Government seeks to obtain a bid that is most advantageous to the Government, price and other factors considered, and the Government reserves the right to reject any and all bids.

## 5. BID DEPOSIT AND BIDDER REGISTRATION

a) Bidders must complete the Bidder Registration process and provide a Bid Deposit in the amount of \$5,000 in order to bid on this property.

There are three steps in the bidder registration process:

(1) Bidders must register online at [www.auctionrp.com](http://www.auctionrp.com). Click on "Create an account," complete the information, and establish a User ID and password (reference paragraph 6 below).

(2) Bidders must transmit the Bid Deposit and the properly completed, signed, and dated "Bidder Registration for Purchase of Government Real Property" (Registration Form) accompanying this Invitation for Bids (IFB) to the GSA office identified below by U. S. Mail, by private delivery service, in person, or by facsimile (404-331-2727). The Registration and Deposit Forms should be filled out legibly with any erasures, strikeouts, and corrections initialed by the person signing the form. Registration and Deposit Forms submitted in any other manner, or which fail to furnish all information or certifications required, may be summarily rejected. Additional forms are available upon request, or you may photocopy the form in this IFB.

The bid deposit must be in the form of a cashier's check, certified check, or by credit card (Discover, VISA, Master Card, or American Express). Personal or company checks are NOT acceptable. Cashier's or certified checks must be made payable to: "U. S. General Services Administration." Bidders will not be authorized to bid until all information is received and the bid deposit is verified by GSA personnel.

If the bid deposit will be made by credit card, you are required to submit to GSA the completed and signed "Bid Deposit by Credit Card" (Credit Card) form found in this IFB (even if you provided the credit card information online). The completed and signed Credit Card form must be submitted to GSA either by facsimile (404-331-2727), U. S. Mail, private delivery service, or in person. You will not be authorized to bid until the Credit Card form is received in this office and the credit card charge is successfully processed.

Bidders should retain a copy of all documents for personal records. Forms delivered by U. S. Mail, in person, by fax, or via private delivery service shall be sent to:

GSA Real Property Utilization and  
Disposal Division (4PZ)  
401 West Peachtree Street, N. W., Suite 820  
Atlanta, GA 30308  
Fax#: (404) 331-2727  
Attn: Elizabeth Dawson, Project Manager

(3) After the on-line registration is completed and the Registration/Bid Form and bid deposit are received by the GSA office identified above, the bidder's online account and User ID will be activated and bids can be submitted. The User ID will be used to identify the bidder on the auction web page.

b) Within ten (10) calendar days of acceptance of a bid by the Government, the GSA office identified above must receive from the successful bidder an additional amount, if any, which when added to the initial bid deposit, will equal at least ten percent (10%) of the amount of the bid. This additional bid deposit must be in the form of a cashier's check or certified check made payable to the "U. S. General Services Administration." Credit card charges, personal checks, or company checks are NOT acceptable. Failure of the successful bidder to provide the additional bid deposit shall require rejection of the bid and forfeiture of the initial bid deposit.

c) Upon the Government's acceptance of a bid, the successful bidder's bid deposit and additional bid deposit shall be applied towards payment of the successful bidder's obligation to the Government. The full balance of the purchase price is payable within sixty (60) calendar days after acceptance of bid. At the time of closing, all cash money paid by the Purchaser will be credited, without interest, toward the total purchase price.

d) Bid deposits accompanying bids that are rejected will be processed by GSA Finance for return to bidders without interest. Bidders will be required to provide GSA with a Taxpayer



Identification Number (TIN) to ensure the proper refund of the bid deposit by the U. S. Treasury. The TIN may be either a Social Security Number (SSN) or an Employer Identification Number. The use of an individual's SSN will be collected only for the proper refund of the bid deposit.

e) Prior to close of the auction, a bidder who is not the high bidder, or second high bidder, may request to withdraw from the auction and request a refund of their bid deposit. To withdraw from the auction, a bidder must submit to GSA, at the above address, a signed and dated written request that includes their TIN as stipulated in paragraph d) above. Upon receipt, GSA Finance will process a refund of the bid deposit.

f) At the close of the auction, bid deposits received from the two highest bidders will be held as stipulated in Section 12, Back-up Bidder. All other bid deposits will be processed by GSA Finance for return to bidders after receipt of the TIN as stipulated in paragraph d) above.

g) The Government may withdraw properties for sale at any time and bid deposits will be processed for return to bidders as stipulated in paragraph d) above without interest or further obligation by the Government.

## 6. USER IDENTIFICATION NUMBERS AND PASSWORDS

a) A User Identification (ID) and password are used to register online and to place bids. The User ID will be used to identify bidders on the auction web page. When registering online at [www.auctionrp.com](http://www.auctionrp.com), you will be required to assign your own User ID and Password. The User ID may be up to eight [8] characters long. The password is case sensitive and must meet the following requirements: password length of eight [8] characters and must include at least one letter, one number, and one special character from the following list: @ # \$ % ^ & \* ( ). Since the User ID is used to publicly identify bids, and for your privacy, we strongly encourage you to create your User ID in a manner that protects you or your company's identity.

b) If a bidder does not register online, GSA will assign the bidder a User ID and Password.

## 7. BIDDING IN GENERAL

a) Registered bidders must submit bids via the Internet at [www.auctionrp.com](http://www.auctionrp.com).

b) By submitting your bid through [www.auctionrp.com](http://www.auctionrp.com), you agree that your Internet bid is a binding offer. You will be legally obligated for any and all bids submitted using your ID number and password on the Internet at [www.auctionrp.com](http://www.auctionrp.com).

c) Bids must be submitted without contingencies.

d) No officer of the Government will be responsible for the failure of a bid to be received by the Government or failure of the bid to be received before the close of the auction.

e) It is the responsibility of the bidder to confirm receipt of any bid submitted to GSA.

## 8. DAILY BIDDING RESULTS

a) Bidders are strongly encouraged to monitor bidding activity at our online auction web site at [www.auctionrp.com](http://www.auctionrp.com). New bids and auction closing information will be posted to this site.

b) The online auction site is updated immediately when new bids are received. The Government shall not be held responsible for any malfunction of the online auction site.

c) Bidders will be notified via the auction web site when bidding will be closed. If your bid is not accurately shown on the web page, then you should call GSA at 404-331-5133, or the Project Manager, Elizabeth Dawson, at 404-331-9611.

d) Bidders are urged to pay close attention to the auction web page, which will contain new, revised and useful information regarding the high bid, modification to bid increment, and the closing date of the auction.

## 9. INCREASING YOUR BID

If you learn from the auction web page that your bid was not the high bid, or if another bidder exceeds your previous high bid, you may increase your bid until such time as bidding is closed. Bidders may increase their bids by following the instructions at [www.auctionrp.com](http://www.auctionrp.com). Your bid deposit will apply to subsequent increased bids for the same property.

Increased bids for the property must be at least Five Hundred Dollars (\$500) more than the previous high bid in order to be considered. The Government reserves the right to modify the bid increment at any time prior to the close of the sale. In the event that two bids of equal value are received, the first bid received will be recognized.

## 10. CALL FOR FINAL BIDS

Once bidding slows down, a date will be set for the receipt of final bids. That date will be announced at [www.auctionrp.com](http://www.auctionrp.com). If no increased bid is received by 2 p.m. Eastern Daylight or Standard Time (EST) on the date set for receipt for final bids, then bidding will close at 2 p.m. on that same date. If an increased bid is received by the stated time, then bidding will be continued over until the next business day on the same terms. Thereafter, bidding will only be continued to the next business day if an increased bid is received each day by 2 p.m. There is no advantage to waiting until the last minute to bid.

## 11. BID EXECUTED ON BEHALF OF BIDDER

a) An attorney or agent bidding on behalf of a person must follow the registration instructions outlined in paragraph 5 herein and, in addition, shall submit to the GSA office identified herein an authenticated copy of their Power of Attorney or other evidence, satisfactory to GSA, of their authority to act on behalf of the bidder.





b) If the bidder is a corporation, the registration instructions outlined in paragraph 5 herein must be followed and, in addition to the Bidder Registration Form, a Certificate of Corporate Bidder must be executed and submitted to the GSA office identified herein. The name and signature of the designated bidder must be included on the Bidder Registration Form. The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer submitting the bid. In lieu of the Certificate of Corporate Bidder, there may be provided copies of so much of the records of the corporation as will show the official character and authority of the officer signing duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

c) If the bidder is a partnership, the registration instructions outlined in paragraph 5 herein must be followed and the Bidder Registration Form must include the names and signatures of all the general partners. The Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the Bidder Registration Form, the Government may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership. The name of signature of the designated bidder must be included on the Bidder Registration Form.

#### **12. BACK-UP BIDDER**

The second-highest bidder will be the backup bidder. If the high bidder is unable to consummate the transaction, the second highest bidder's bid may then be considered for award. The backup bidder's deposit will be retained, without interest, until the first high bidder has increased their initial bid deposit to the required 10% of the purchase price. Subsequently the bid deposit of the second-high bidder will be processed by GSA Finance for refund after receipt of the TIN as stipulated in Section 5 d) above.

In the event that the Government is unable to make an award to the highest or second-highest bidder, the Government reserves the right to negotiate with the remaining bidders and make an award that is in the best interest of the Government.

#### **13. ACCEPTABLE BID**

An acceptable bid is one received from a responsible bidder, whose bid, conforming to this IFB, will be most advantageous to the Government, price and other factors considered.

#### **14. TRANSMISSION/RECEIPT OF BIDS AND FORMS**

The Government will not be responsible for any failure attributable to the transmission or receipt of forms or an online bid including, but not limited to, the following:

a) Receipt of a garbled transmission or incomplete transmission of a form or bid.

b) Availability or condition of the receiving electronic equipment.

c) Incompatibility between the sending and receiving equipment.

d) Malfunctioning of the online auction site, network, computer hardware or software.

e) Security of bid data.

f) Delay in placing or inability to place a bid over the internet.

g) Delay in transmission or receipt of a bid.

#### **15. NOTICE OF ACCEPTANCE OR REJECTION**

Notice by the Government of acceptance or rejection of the bid shall be deemed to have been sufficiently given when faxed or mailed to the bidder or his duly authorized representative at the fax/phone number or address indicated in the bid. The processing of a bid deposit by the Government shall not, in itself, constitute acceptance of the bidder's offer. The Government reserves the right to reject any or all bids or portions thereof.

#### **16. ADDITIONAL INFORMATION**

The GSA office, at the address given in this IFB, will, upon request, provide additional copies of this IFB and answer requests for additional available information concerning the property offered to facilitate preparation of bids. Each bid shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this IFB.

#### **17. WITHDRAWAL BY THE GOVERNMENT**

The Government reserves the right to withdraw properties for sale at any time and bid deposits will be returned to bidders without interest or further obligation by the Government. GSA Finance will process refunds as stipulated in Section 5 d) above.



## CERCLA COVENANT

A Phase I and Phase II Environmental Site Assessment (ESA) has been completed. During the initial Phase I ESA, a number of recognized environmental conditions were identified. Based upon the results of the Phase II ESA, these recognized conditions can be eliminated or re-classified as de minimis.

The following Special Terms and Conditions will be included in the Quitclaim Deed to the purchaser.

(A) NOTICE Regarding Hazardous Substance Activity. Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA)(42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice that no hazardous substances have been released or disposed of on the property. Pesticides have been stored on the property for one year or more.

(B) CERCLA Covenant. Grantor warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. Grantor warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.

(1) This covenant shall not apply:

(a) in any case in which Grantee, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; OR

(b) to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Grantee, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:

(i) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; OR

(ii) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.

(2) In the event Grantee, its successor(s) or assign(s), seeks to have Grantor conduct any additional response action, and, as a condition precedent to Grantor incurring any additional cleanup obligation or related expenses, the Grantee, its successor(s) or assign(s), shall provide Grantor at least 45 days written notice of such a claim. In order for the 45-day period to commence, such notice must include credible evidence that:

(a) the associated contamination existed prior to the date of this conveyance; and

(b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the Grantee, its successor(s) or assign(s), or any party in possession.

(C) ACCESS. Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to Grantor. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

## LEAD-BASED PAINT

A previous Environmental Site Assessment (ESA) performed at the subject facility addressed the presence of suspect lead-based paint at the property. A total of 44 samples from various paints and paint substrates were analyzed using an X-Ray Fluorescence (XRF) lead detection instrument. Of the XRF samples collected, four samples recovered lead concentrations equal or greater to the reporting limit of the analytical instrument (mg/cm<sup>2</sup>). These paints included:

### BUILDING 114

- The white paint on the porcelain sink on the wall.
- The yellow paint on the wooden handrail in the west room.
- The yellow paint on the concrete floor in the west room.
- The yellow paint on the wooden stair riser in the west room.

Every purchaser of any interest in real property on which a building was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to converting the property to a residential dwelling.



## Radon

Radon is a naturally occurring radioactive gas emanating from the ground that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time, and which falls within the CERCLA "Limitations on Response" standards at 42 U.S.C. 9604 (a)(3). Additional information regarding radon and radon testing may be obtained from the EPA and county and state health units.

No radon was collected inside the structure at the time of the assessment. The Alabama State database for radon was searched for the City of Double Springs and Winston County. According to the database the radon levels in 10 sites in the area had been tested. The percentage of sites with radon levels greater than the EPA's maximum radon recommendation of 4.0 picocuries per liter (4 pCi/L) was 0%. The Alabama radon database lists Winston County as a Class 2 radon zone, meaning the average radon level was between 2.0 and 4.0 pCi/L.

### Underground Storage Tanks (UST)

No underground storage tanks exist on this property. The UST at this location has been removed prior to 1993 in accordance with Federal and Alabama Department of Environmental Management's (ADEM) regulations.





## Certificate of Corporate Bidder

(see Page 8, Paragraph 11, "Bid Executed on Behalf of Bidder"  
for instructions)

**Fairview Work Center  
Tract B-903 – 3.70 Acres  
18366 Highway 278  
Double Springs, AL 35553  
4-A-AL-0781AB**

*For Use with Bidder Registration for Purchase of Government Real Property*

(To be completed by corporate official other than the corporate officer designated to bid)

I, \_\_\_\_\_, certify that I am \_\_\_\_\_  
(Name of Certifying Corporate Officer) (Official Title of Certifying Corporate Officer)

of the Corporation named as bidder herein; that \_\_\_\_\_  
(Name of Authorized Corporate Officer Submitting Bid)

is the \_\_\_\_\_ of the said Corporation and has been  
(Official Title of Authorized Corporate Officer Submitting Bid)

duly authorized by the Corporation's governing body to submit bids for and on behalf  
of the Corporation and that such authority is within the scope of its corporate powers.

\_\_\_\_\_  
(Signature of Certifying Corporate Officer)

Corporate Seal Stamp

\_\_\_\_\_  
Date

# Bidder Registration for Purchase of Government Real Property

**Fairview Work Center  
Tract B-903 – 3.70 Acres  
18366 Highway 278  
Double Springs, AL 35553  
4-A-AL-0781AB**

*(Submit this document with bid deposit & supporting form Registration Bid Deposit by Cashier's or Certified Check or Credit Card. )*

To: U. S. General Services Administration  
Real Property Utilization and Disposal Division (4PZ)  
Attn: Elizabeth Dawson, Project Manager  
401 West Peachtree Street, NW, Suite 820  
Atlanta, GA 30308  
(404) 331-2727 facsimile

The undersigned bidder hereby offers and agrees to purchase the property as described in the accompanying Invitation for Bid (IFB) and as modified by any addenda or amendments, should the bidder become the successful high bidder. The undersigned bidder agrees to, and is subject to, the provisions of the IFB including the Property Information, General Terms of Sale, Instructions to Bidders, and Special Terms and Conditions, all of which are incorporated herein by reference.

Bid Deposit: \$5,000

In the event this bid is accepted, the instrument(s) of conveyance should name the following Grantee(s):  
Indicate the manner in which title is to be taken (e.g. Joint Tenants, Tenants in Common, etc.) Include name of spouse, if applicable. Bidder represents he/she operates as (check one):

\_\_\_\_\_ an individual  
\_\_\_\_\_ an individual doing business as \_\_\_\_\_  
\_\_\_\_\_ a partnership, consisting of \_\_\_\_\_  
\_\_\_\_\_ a limited liability partnership, consisting of \_\_\_\_\_  
\_\_\_\_\_ a corporation, incorporated in the state of \_\_\_\_\_  
\_\_\_\_\_ a limited liability company, organized in the state of \_\_\_\_\_  
\_\_\_\_\_ a trustee, acting for \_\_\_\_\_

## Bidder Information

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ Middle Initial: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*(Signature of Person Authorized to Sign Bid)*

Signer's Name & Title: \_\_\_\_\_

## Registration Bid Deposit by Cashier's or Certified Check

**Fairview Work Center  
Tract B-903 – 3.70 Acres  
18366 Highway 278  
Double Springs, AL 35553  
4-A-AL-0781AB**

To: U. S. General Services Administration  
Real Property Utilization and Disposal Division (4PZ)  
Attn: Elizabeth Dawson, Project Manager  
401 West Peachtree Street, Suite 820  
Atlanta, GA 30308

Bid Deposit: \$ 5,000

By completing this form and signing in the space provided below, applicant agrees to abide by the terms and conditions set forth in the Invitation for Bids (IFB) and any addenda or amendments. In the event the applicant becomes the successful bidder, the bid deposit will be applied towards the purchase price for the property. In the event the applicant is not the successful bidder, the bid deposit will be refunded in accordance with the terms of the IFB via electronic funds transfer or refund check. Additional information will be obtained.

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ Middle Initial: \_\_\_\_\_  
TIN or SS#: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: (       ) \_\_\_\_\_ Fax: (       ) \_\_\_\_\_  
Email: \_\_\_\_\_

Specify address to which refund check will be issued (if unsuccessful bidder) if different from above:

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ Middle Initial: \_\_\_\_\_  
TIN or SS#: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## Registration Bid Deposit by Credit Card

**Fairview Work Center  
Tract B-903 – 3.70 Acres  
18366 Highway 278  
Double Springs, AL 35553  
4-A-AL-0781AB**

*(This form may be submitted by facsimile)*

To: U.S. General Services Administration  
Real Property Utilization and Disposal Division (4PZ)  
Attn: Elizabeth Dawson, Project Manager  
401 West Peachtree Street, Suite 820  
Atlanta, GA 30308  
(404) 331-2727 facsimile

Bid Deposit: \$5,000

By completing this form and signing in the space provided below, applicant agrees to abide by the terms and conditions set forth in the Invitation for Bids (IFB) and any addenda or amendments. The applicant must be the authorized cardholder. The applicant agrees that his/her credit card account will be debited the full amount of the bid deposit as specified in the IFB. Refer to Instructions to Bidders, paragraph 5, "*Bid Deposit and Bidder Registration*" for specific instructions. In the event the applicant becomes the successful bidder, the bid deposit will be applied towards the purchase price for the property. In the event the applicant is not the successful bidder, the bid deposit will be credited to the credit account listed below subject to terms of the IFB.

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ Middle Initial: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

Type of credit card to be charged:

☐ Visa

☐ MasterCard

☐ Discover

☐ American Express

Name as it appears on card: \_\_\_\_\_

Credit Card Number: \_\_\_\_\_

Expiration Date : \_\_\_\_\_ 3 Digit Security Code: \_\_\_\_\_

Driver's License No. \_\_\_\_\_ State: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

U. S. General Services Administration  
PBS, Real Property Utilization and Disposal Division (4PZ)  
401 West Peachtree Street, Suite 820  
Atlanta, Georgia 30308-2550

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Official Business  
Penalty for Private Use, \$300

# **Online Auction Former Forest Service Property**

**Opening Date: August 23, 2010**

## **Fairview Work Center**

**Tract B-903 – 3.70 Acres  
18366 Highway 278  
Double Springs, AL 35553  
4-A-AL-0781AB**

***For additional information, please call Elizabeth Dawson at (404) 331-9611  
or email [Elizabeth.Dawson@gsa.gov](mailto:Elizabeth.Dawson@gsa.gov).***

*Persons with disabilities may request materials in alternative formats.*

***For information and pictures, please visit the Property Disposal  
website on the Internet at <https://propertydisposal.gsa.gov>***